

California Construction Authority

Individual Project Agreement Between California Construction Authority And San Mateo County Event Center For the Fiesta Hall Heaters Replacement Project (Design and Bidding) Project No. SMA-21-062

This Individual Project Agreement ("IPA") is entered into this 6th day of October, 2021, by and between the California Construction Authority ("CCA"), a joint powers authority, and the San Mateo County Event Center ("Fair"). CCA and Fair are referred to as the "parties" and individually referred to as a "party."

Whereas, CCA and Fair desire to enter into this IPA to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

- 1. <u>Master Project Agreement Incorporated</u>. All terms and conditions of the Master Project Agreement between the parties dated August 29th, 2016, are incorporated herein by this reference.
- 2. <u>Scope of Services</u>. CCA shall perform the services and work set forth in the Scope of Services ("Services"), attached hereto as Exhibit "A" and incorporated herein, for the identified project ("Project").
- 3. <u>Not to Exceed Amount</u>. Payment by Fair under this IPA shall be the amount of One Hundred Three Thousand, Three Hundred Seventy-One and 00/100 Dollars (\$103,371.00), or as later modified in writing between the parties.
- 4. <u>Project Budget; CCA Fees</u>. The Project Budget Outline, including CCA fees, is attached hereto as Exhibit "B" and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Project Budget Outline.
- 5. <u>Project Budget Funds</u>. Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this IPA and CCA policy.

The Fair shall forward the following funds to CCA for the Project Fund Account:



One Hundred Three Thousand, Three Hundred Seventy-One and 00/100 Dollars (\$103,371.00).

CCA shall provide Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.

6. Approvals by Fair.

CCA will request Fair approval of the Project at the following milestones:

- a. Fair to approve the award of the construction contract following the CCA procurement process, and prior to construction commencing.
- b. Fair to approve scope changes to the Project, prior to CCA making Contract Amendments specific to corresponding changes, if required by Fair.
- 7. <u>Termination</u>. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

This IPA is executed as of the date first above written.

Name: Randy Crabtree, Jr. Title: Executive Officer San Mateo County Event Center Name: Dana Stoehr Title: CEO



EXHIBIT "A"

San Mateo County Event Center Fiesta Hall Heaters Replacement Project (Design and Bidding) Project No. SMA-21-062

SCOPE OF SERVICES

The Project is the **Fiesta Hall Heaters Replacement (Design and Bidding) (CCA Project # SMA-21-062).** The site of the Project is the San Mateo County Event Center, located at 2495 S. Delaware Street, San Mateo, CA 94403.

- 1. Upon receipt of signed IPA, CCA will perform the following services and work:
 - A. The project includes the retaining of a qualified Architects and Engineers for the preparation of plans for the upgrade of the Fiesta Hall Heaters at the San Mateo Event Center. As a minimum, the design will:
 - 1. Provide on-site investigations as needed to understand the conditions at the site and determine the best way to design the addition.
 - 2. Prepare Drawings and Specifications for the removal and replacement of the existing heaters. These drawings are anticipated to include:
 - Cover Sheet with symbols, Schedules and construction notes.
 - Plan sheets specific to each trade of construction. Each Sheet will provide a detailed construction drawings to implement the scope of work as described.
 - The plans will be used for the solicitation of bids and construction for the subject project.
 - B. CCA will conduct the Bid Solicitation for the project. CCA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, and bid openings. The Bid Documents include contracting information and technical specifications for bidding purposes.
 - C. Bid Documents are prepared based on information supplied by the Fair; and a scope of work determined by CCA in cooperation with the Fair and the projects electrical engineer. For the proposed solicitation effort, a separate Bid Documents will be prepared, with a single job walk and bidding opening event.
 - D. CCA will provide project management and administration services associated with the project design and bidding process.
 - E. The actual implementation and construction of the plans and other associated services will be addressed in an Amended or new IPA.

Items not included in the proposal are any permits or fees for services required by other governmental agencies, i.e. State/County Fire Marshall, or public or private entities. CCA will not

provide indemnification or evidence of errors or omissions insurance to the Fair. The administration fee comprises both the project management and inspection fees (scope of services). The cost of the design development, estimated direct expenses, and fees is \$103,371.00. Please note the breakout of the allocation of fee costs, see Exhibit B.



EXHIBIT "B"

PROJECT BUDGET OUTLINE

San Mateo County Event Center Fiesta Hall Heater Replacement				
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Project Cost Breakdown				
CCA PROJECT COSTS				
Request For Proposals (RFP) Design Professionals	\$	1,500.00		
Design Review Meetings	\$	1,600.00		
Bidding Management/Award	\$	3,500.00		
Pro	ject	Sub-Total	\$	6,600.00
*Professional Services (Estimated at 10% of Construction Budget)			•	
Architecture Services - Phase 1 Design	\$	80,000.00		
Architecture Services Contingency (10%)	\$	8,000.00		
Misc.	\$	500.00		
Reimburs	able	Sub-Total	\$	88,500.00
**REIMBURSABLES (Estimate)				
Travel & Associated Costs	\$	1,000.00		
Plan Review - Code Analisys & Fire Review	\$	3,000.00		
Bid Advertising	\$	1,200.00		
Reproduction Services	\$	400.00		
Misc.	\$	100.00		
Reimburs	able	Sub-Total	\$	5,700.00
MANAGEMENT/ADMINISTRATION FEES				
Project Management Fee (3%)***	\$	2,400.00		
Other Direct Costs Handling Fee (3%)	\$	171.00	\$	2,571.00
Total Costs, with Fees and Estimated Costs			\$	103,371.00
* Based on \$800,000 construction cost estimate. Costs identified as estimates are just that, actual cosproject.	ts will	be accounted and	d rec	onciled at close of
** Costs identified as estimates are just that actual costs will be accounted and reconciled at close of	nroja	ot		

^{**} Costs identified as estimates are just that, actual costs will be accounted and reconciled at close of project.

^{***} Based on Design Fees of \$80,000.